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FILED
 2013 JAN 25 P 2:49

RICHARD W. WIEKING
 CLERK, U.S. DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

5 Attorneys for Plaintiffs
 6 STARR INDEMNITY & LIABILITY COMPANY,
 as subrogee of, SKIVA INTERNATIONAL, INC.

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 8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

MEJ

11 STARR INDEMNITY & LIABILITY
 12 COMPANY, as subrogee of, SKIVA
 INTERNATIONAL, INC., a corporation,

Case No. **13** **0365**
COMPLAINT

13 Plaintiffs,

(\$127,614.79)

14 v.

15 TRIUMPH LINK (USA) INC., a
 16 corporation,

17 Defendant.

18 Plaintiffs, by their attorneys, GIBSON ROBB & LINDH LLP, as and for their Complaint,
 19 allege upon information and belief, as follows:

20 FIRST: All and singular the following premises are true and constitute an admiralty or
 21 maritime claim within the meaning of Rule 9 (h) of the Federal Rules of Civil Procedure and
 22 within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

23 SECOND: At and during all the times hereinafter mentioned, Plaintiffs had and now
 24 have the legal status and principal office and place of business stated in Schedule "A", hereto
 25 annexed, and by this reference made a part hereof.

26 THIRD: At and during all the times hereinafter mentioned, Defendants TRIUMPH LINK
 27 (USA), INC. (hereinafter "TRIUMPH") had and now has the legal status and office and place of
 28 business stated in Schedule "A", and was and now are engaged in the business as a common

1 carrier of merchandise by water for hire, and owned, operated, managed, chartered and/or
2 otherwise controlled the vessel above named as a common carrier of merchandise by water for
3 hire.

4 FOURTH: This Court has personal jurisdiction over TRIUMPH and venue is proper by
5 reason of TRIUMPH's having its principal place of business in this Judicial District.

6 FIFTH: On or about the date and at the port of shipment stated in Schedule "A", there
7 was shipped by the shipper therein named and delivered to TRIUMPH, as common carrier, the
8 shipment described in Schedule "A" then being in good order and condition, and TRIUMPH then
9 and there accepted said shipment so shipped and delivered to them, and in consideration of
10 certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry
11 the said shipment to the port of destination stated in Schedule "A", and there deliver the same in
12 like good order and condition as when shipped, delivered to and received by them, to the
13 consignee named in Schedule "A".

14 SIXTH: Thereafter, Defendant TRIUMPH made delivery of the shipment, but not in like
15 good order and condition as when shipped, delivered to and received by it, but on the contrary,
16 seriously injured and impaired in value by reason of the matter and things stated in Schedule
17 "A", all in violation of TRIUMPH'S obligations and duties as a common carrier of merchandise
18 by water for hire.

19 SEVENTH: By reason of the premises, Plaintiffs have sustained damages, as nearly as
20 the same can now be estimated, no part of which has been paid although duly demanded, in the
21 sum of \$127,614.79.

22 WHEREFORE, Plaintiffs pray:

- 23 1. That process in due form of law may issue against Defendant citing it to appear
24 and answer all and singular the matters aforesaid;
- 25 2. That if Defendant cannot be found within this District, then all their property
26 within this District as shall be described in Schedule "A", be attached in the sum
27 of \$127,614.79, with interest thereon and costs, the sum sued for in this
28 Complaint;

- 1 3. That Judgment may be entered in favor of Plaintiffs against Defendant for the
- 2 amount of Plaintiffs' damages, together with interest and costs and the
- 3 disbursements of this action; and
- 4 4. That this Court will grant to Plaintiffs such other and further relief as may be just
- 5 and proper.

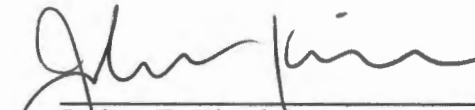
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8 Dated: January 25, 2013

Respectfully submitted,

9 GIBSON ROBB & LINDH LLP

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11 _____
12 Joshua E. Kirsch
13 Attorneys for Plaintiff
14 STARR INDEMNITY & LIABILITY COMPANY,
15 as subrogee of, SKIVA INTERNATIONAL, INC.